



## **TERMS OF EMPLOYMENT AGREEMENT**

In consideration of my being considered for employment by Durr Production Systems, Inc., or any of its affiliates or subsidiaries (the "Company"), I agree to this Terms of Employment Agreement which I have signed below.

I understand and agree that the general policy of the Company is to retain its management prerogative to make all personnel decisions in the best interest of the Company.

I understand and agree that if the Company employs me, either I or the Company may terminate my employment, with or without cause or reason, at any time, by delivering written notice to the other. I understand and agree that nothing in any Company policy, plan, rule, employment application, employee handbook, or communication of any type is intended to create, nor should be construed to constitute, a contract between the Company and any one or all of its employees which is inconsistent with this Terms of Employment Agreement. No employee of the Company, other than its President, has any authority to enter into any agreement for employment for any specified period of time or to make any agreement which is contrary to or a modification of the terms of this Terms of Employment Agreement, and then only when in writing.

If I am employed by the Company, I will perform all of my job duties as determined by the Company to the best of my ability and I will be paid such salary and wages as determined by the Company from time to time. I will be entitled to participate in all retirement plans, 401(k) plans and other benefit plans as the Company generally makes available from time to time to employees of the Company and for which I qualify under the terms of each plan. My participation in any benefits under any such plan is only on the terms and subject to the conditions specified in the governing document for the particular plan and may be subject to change at any time.

I understand that if I am employed by the Company, the Company may provide me with certain tools or other materials which will be entrusted to my care. I understand and agree that I will return all such tools or other materials to the Company when my employment terminates. I further understand and agree that the cost of any Company tools or other materials I fail to return will be deducted from the last wage payment made to me by the Company.

I understand and agree that if the Company employs me, I will wear appropriate safe work clothing, which may include hi-top safety boots, a welding shield and non-flammable jeans or pants.



I have authorized all of the references I have listed in my employment application to give the Company all information concerning my previous employment and all other information they may have about me, personal or otherwise, and release all parties from any liability or damage that may result from furnishing that information to the Company.

I agree to take a full medical and physical examination including, but not limited to, a complete drug screen analysis, as determined by the Company. I agree to submit to subsequent drug and/or alcohol screens or tests as determined by the Company, upon request at any time during my employment. I agree that all findings and information resulting from such examinations and analysis may be submitted to the Company. I waive any and all rights to privacy I may have as a result of such examinations and analysis.

If employed by the Company, I will not disclose to anyone, or use, while employed by the Company ~~or afterwards~~, any Confidential Information concerning the Company. Confidential Information includes, without limitation, information, knowledge or data about the methods, formulae, customers, know-how, machines, manufacturing compositions, services, purchasing, research and development, finance, data processing, engineering, inventions or discoveries. Confidential information does not include matters which are generally available to the public.

When leaving the Company's employ for any reason, without the Company's written consent, I will not take any drawing, document, record, copy, transcript or similar writing, photograph or other printed, written or recorded material embodying any Confidential Information and will turn over all such material to the Company which I then have.

I agree that all inventions, discoveries, improvements, trade secrets, innovations and ideas, whether patentable or not (the "Inventions"), which are conceived or discovered by me, individually or jointly with others, during my employment with the Company, ~~whether or not during working hours, and within six months after each employment ends~~, are the Company's property, without any obligation of the Company to make any payments for it other than my salary, if the Inventions in any way (i) relate to the Company's business, (ii) arise out of any work done for, or any information or assistance received from, the Company or any of its customers or suppliers, or (iii) relate to any actual or anticipated research or development activity of the Company.

I understand and agree that if I am employed by the Company, I must disclose promptly all Inventions to the Company and sign promptly on request, during ~~or after~~ employment, any documents to transfer title, in any country, to any Invention, to the Company or its successors or assigns or to enforce patents, trademarks or copyrights relating to it. I will also reasonably assist the Company in any litigation involving Inventions, or the Company's patents, trademarks or copyrights with which I become involved.

*while Employed By The Company*

**DURR**

I hereby appoint any of the Company's officers as my attorney-in-fact to execute any such documents relating to Inventions, on my behalf, if, following ten days' written notice from the Company, I refuse, or are unable due to disability, incapacity or death, to execute such documents. This agency is coupled with an interest and is irrevocable without the Company's prior written consent *or my separation from the Company.*

*Even if the Company does not own an invention made by me while employed, if I use any of the Company's equipment, supplies, facilities or trade secret information to make or conceive the invention, I grant to the Company a royalty free right to make, use and sell the invention.*

If I am employed by the Company, during such employment, I will not render services, directly or indirectly, either on my own behalf or for anyone else, in connection with any equipment, product or service competitive to equipment, products or services manufactured, designed, sold or supplied by the Company. *Durr Production Systems Inc.*

I acknowledge and agree that any action or suit against the Company, or any of its employees, arising out of my employment or termination of employment from the Company, including, but not limited to, claims arising under state or federal civil rights statutes or breach of contract, must be brought within 180 days of the event giving rise to the claims or be forever barred and I waive any limitation period to the contrary. I further agree that if I bring any action or claim arising out of my employment or termination of employment from the Company in which the Company prevails, I will pay to the Company any and all costs incurred in defense of such a claim or action, including attorneys' fees.

I have carefully read, understood and agreed to all of the statements contained in this Terms of Employment Agreement. *as noted*

Date: 6-26-02

*(Prospective Employee Signature)*

Print Name: Chad A. Slake

Social Security Number: 374-84-7345